

AGREEMENT

BETWEEN

THE NOVI COMMUNITY SCHOOL DISTRICT

AND THE

**NOVI FOOD SERVICE EMPLOYEES
ASSOCIATION**

NFSEA

2015 - 2016



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PREFACE

This Agreement entered into this 1 day of July, 2015, by and between the Novi Community School District, hereinafter referred to as the District, the Board, or the Employer, and the Novi Food Service Employees Association, affiliated with the Michigan and National Education Associations, hereinafter referred to as the Association.

The signatories shall be the only parties to this Agreement.

The parties acknowledge that each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at are set forth in this Agreement. Therefore, the parties for the life of this Agreement agree that neither shall be obligated to bargain any subject or matter not specifically addressed in this Agreement. However, the parties may mutually agree to discuss any matter during the life of this Agreement.

This Agreement shall constitute the full and complete commitments between the parties. It may be altered or modified through written mutual consent of the parties.

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

WITNESSETH

Whereas, the Board and the Association recognize and declare that providing a quality education for the children of Novi is their mutual aim; and

Whereas, the Board has a statutory obligation, pursuant to the Public Employment Relations Act (PERA), Act 379 of the Michigan Public Acts of 1965 as amended, to bargain with the representatives of its food service personnel with respect to hours, wages, terms and conditions of employment; and

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement,

Therefore, in consideration of the following mutual covenants, it is agreed as follows:

ARTICLE 1

RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all food service personnel who are employed by the District and/or on a Board approved leave of absence. Such representation shall exclude the Director of Food Services, as well as, temporary and/or substitute food service employees.

- B. The Board agrees not to negotiate with any support personnel organization other than the Association for the duration of this Agreement; excepting that the Board may continue to negotiate with those organizations with which the Board already contracts and who represent other support personnel besides food service.

- C. The term Employee, when used hereinafter in this Agreement, shall refer to all individuals represented by the Association in the bargaining unit as defined above.

- D. Membership in the Association shall not be compulsory. However, Employees have the right to join, not join, maintain or terminate their membership in the Association, or pay (or not pay) a service fee.

ARTICLE 2

RIGHTS OF THE BOARD

- A. Except as modified by the specific terms of this Agreement, the Board retains and reserves without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States including, but without limiting the right to:
1. The executive management and administrative control of the school system, its properties and facilities, and the activities of its employees on the job;
 2. Hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, their dismissal or demotion, promotion, or transfer;
 3. Establish levels and courses of instruction, including special programs, as well as to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable;
 4. Determine the duties, responsibilities, and assignments of Employees provided this does not conflict with any part of this Agreement.
- B. The exercise of the noted powers, rights, authority, duties, and responsibilities; the adoption of policies, rules, regulations, and practices, and the use of judgment and discretion in connection with them, shall be limited only by the specific and expressed terms of this Agreement and/or in conformance with the Constitutions and laws of the State of Michigan and the United States.
- C. Nothing contained in this Agreement shall deny or restrict the Board of its rights, responsibilities, and authority under the Revised School Code or any other national, state, county, District or local laws or regulation as they pertain to education.
- D. The Board has the right to change, add to or expand its policies, if such changes do not conflict with the terms of this Agreement.

ARTICLE 3

ASSOCIATION RIGHTS

- A. The Association shall receive, in writing, a new Employee's name, date of employment in the bargaining unit, Classification level (Appendix A), job title, work location, and hourly wage rate.
- B. Pursuant to the Michigan Public Employment Relations Act (PERA), the Board hereby agrees that every Employee shall have the right to organize or chose not to organize, to join or chose not to join, and to support or chose not to support the Association for the purpose of collective bargaining.

The District agrees that it will not directly or indirectly discourage, coerce, or deprive Employees of any rights conferred by the Acts, Constitutions, or the laws of the State of Michigan and/or of the United States; that it will not discriminate against Employees with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association or lack thereof; or collective bargaining or chose not to bargain with the District; or his/her institution of or failure to institute any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

- C. The Association shall have the right to use District buildings for meetings when a request is made to the building administrator. The building administrator will specify the room to be used. Such use shall not violate the Campaign Finance Act and shall be on the same terms as other similar organizations.

A room shall be made available on workdays during the time that a custodian is assigned to the building, upon request, provided it does not interfere with other scheduled activities.

- D. The Association shall have the right to use Employee mailboxes for communications to Employees and to post notices of its activities on Employee bulletin boards provided the communications are official business of the Association, clearly stated and identified, and that they are placed on bulletin boards which are located in the Employees' lounges to avoid student involvement in Association affairs. Such use shall not violate the Campaign Finance Act and shall be on the same terms as other similar organizations.
- E. Duly authorized representatives of the Association shall have the right to use District facilities and equipment including computers, duplication equipment, other office machines, telephones, and audiovisual equipment at reasonable times, when such equipment is not otherwise in use. Such use shall not violate the Campaign Finance Act and shall be on the same terms as other similar organizations.

The Association shall be responsible for the proper operation of the machines/equipment.

- F. As soon as possible, but within thirty (30) workdays following receipt of a written request, the Parties shall make available to the other Party, to the extent the material is readily available and/or is reasonably obtainable, information, statistics and/or records relevant to the collective bargaining process and/or the enforcement of the terms of this Agreement as allowed pursuant to rules promulgated under PERA.
- G. The Association shall have the right to receive a copy of the agenda before each regularly scheduled meeting of the Board of Education and to receive a copy of the minutes of each meeting.
- H. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on District property at all reasonable times, provided that this shall not interfere with or interrupt the normal building operations.
- I. The rights granted to the Association shall not be granted or extended to any competing labor organization during the life of this Agreement; excepting that the Board may continue to grant contractual rights to those organizations with which the Board already contracts and who represent other support personnel besides food service.

ARTICLE 4

GRIEVANCE PROCEDURE

A. Definitions:

1. A Grievance is a complaint by an Employee or by the Association in its behalf, concerning any alleged violation, misinterpretation or misapplication of this Agreement or any disciplinary action administered to an Employee.
2. The term days shall mean calendar days, unless otherwise noted.

B. Purpose:

1. The primary purpose of this Procedure is to secure, at the lowest level possible, resolutions of a complaint.
2. These proceedings will be kept confidential to the extent possible.

C. Procedure:

1. **Level One --**

Within twenty-one (21) days of the occurrence of an alleged grievance, as defined above, or twenty-one (21) days of the date when the Grievant or Association had reasonable opportunity to be aware of the alleged grievance, the Grievant may discuss the grievance with the immediate administrative supervisor. The Grievant may request Association representation.

2. **Level Two --**

- a. Within fourteen (14) days, if the grievance is not resolved informally at Level One, it shall be reduced to writing, on the form provided and presented to the immediate administrative supervisor.

The form shall be presented to the immediate administrative supervisor by the Grievant.

The Grievant may request Association representation.

- b. Within fourteen (14) days after receiving the written grievance, the immediate administrative supervisor shall respond in writing.

3. Level Three --

- a. Within fourteen (14) days after the delivery of the immediate administrative supervisor's decision, the grievance may be appealed in writing to the Superintendent, or his/her designee.
- b. Within fourteen (14) days after the delivery of the appeal, the Superintendent, or his/her designee, shall communicate his/her decision in writing.
- c. Either party may request a hearing to discuss the grievance prior to a decision being made.
- d. If a grievance arises from the action of an authority other than the immediate administrative supervisor, it shall be filed at Level Three.

4. Level Four --

- a. Within fourteen (14) days after receipt of the decision of the Superintendent or his/her designee, the grievance may be appealed, in writing, to the Board of Education.
- b. At the next regularly scheduled Board meeting at least fourteen (14) days after delivery of the appeal, the Board of Education shall hear the grievance.
- c. Within twenty-one (21) days after the hearing, the Board of Education shall communicate its decision in writing.

5. Level Five --

- a. Within fourteen (14) days of receipt of the Board of Education's decision, the Association may submit the grievance to binding arbitration by providing the District with written notice of its intent to seek arbitration.

Within seven (7) days following receipt of notification to seek arbitration, the parties shall meet and attempt to mutually select an arbitrator. However, if the parties are unable to mutually select an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association (AAA).

Neither the District nor the Association shall be permitted to rely on any evidence in the arbitration proceeding if a request to see such evidence has been made by the other party and denied by the District or the Association, except confidential information pursuant to PERA.

- b. **Powers of the Arbitrator:**

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and sections of this Agreement.

- (1) He/She shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - (2) He/She shall have no power to establish wage scales.
 - (3) He/She shall have no power to rule on any of the following:
 - (a) The termination of the services of or failure to re-employ any probationary Employee.
 - (b) Any matter involving Employee evaluation other than the procedure (see Article 12).
 - (c) Any matter raised in another forum.
- c. The fees and expenses of the arbitrator shall be shared equally by the parties.

D. Time Limits:

Failure to proceed at any level of the grievance process, within the specified time limits, shall bar the grievance.

Failure at any level of the Grievance Procedure to respond to a grievance within the specified time limits, shall permit the filing of an appeal at the next level.

Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar any further appeal.

Time limits may be extended by written mutual agreement.

E. Rights to Representation:

Only the parties to this Agreement and/or officially designated agents, as well as individual Grievant(s), and any necessary witnesses, may participate in meetings and/or hearings provided under this Article.

F. Miscellaneous:

1. If a grievance affects a group of Employees, the Association may process it or withdraw it without prejudice or precedent at the appropriate level.
2. A grievance may be withdrawn at any level without prejudice or precedent.
3. All matters pertaining to a grievance shall be filed in a separate file, unless otherwise required by the Bullard-Plawecki Employee Right to Know Act.

4. Forms for filing and processing grievances shall be as designated in Appendix C.
 5. The parties to this Agreement, and/or their agents, shall be provided with all necessary information to process a grievance as allowed by PERA.
 6. Any Employee who has been unjustly discharged shall be reinstated with all lost monetary benefits and all other benefits provided by this Agreement.
 7. The Association shall be notified of all grievances filed.
- G. A grievance may be processed through the Procedure until resolution in accordance with the rules contained herein.

ARTICLE 5

EMPLOYEE RIGHTS

- A. Employees shall be entitled to the full rights of citizenship. No religious or political activities of any Employee, or lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of each Employee as long as such religious or political activities are not carried on in the work setting during the Employee's hours of work.
- B. The parties agree that they, nor any of their agents, shall not discriminate against any Employee on the basis of race, creed, color, national origin, gender, marital status, handicap, political activities, or membership/lack of membership or participation/lack of participation in the activities of the Association or any other employee organizations.
- C. Membership in the Association shall not be required as a condition of employment of any Employee with the District.
- D. Pursuant to the Michigan Public Employment Relations Act (PERA), the District hereby agrees that every Employee shall have the right to organize, to join and to support the Association for the purpose of collective bargaining, or to refrain from any of the above activities.

The District agrees that it will not directly or indirectly discourage, coerce, or deprive Employees of any rights conferred by the Acts, Constitutions, or the laws of the State of Michigan and/or the United States; that it will not discriminate against Employees with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association; or collective bargaining with the District; or his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment, or the Employees decision to refrain from any of the above activities.

- E. It is agreed that sexual harassment will not be condoned.

All charges of alleged sexual harassment will be immediately reported to the Superintendent, or his/her designee, for investigation and action, according to District policy and/or applicable legislation.

In the event an Employee is determined to have engaged in sexual harassment, such behavior will be considered just cause for discipline, suspension or termination of employment.

- F. An Employee shall promptly notify the District, or its designated representative(s), of any alleged assault and/or battery incident which occurred during the performance of the Employee's employment responsibilities. If, in the reasonable opinion of the District, or its des-

ignated representative(s), it becomes necessary to provide legal counsel to advise the Employee of his/her rights and obligations regarding the handling of the alleged incident by law enforcement and/or judicial authorities, it will do so.

When there is a charge of an alleged act of assault and/or battery upon an Employee by a student, the Employee and the administrator will follow the procedure outlined in the Revised School Code in handling the situation.

- G. If an Employee is on duty on the District premises and a loss of, damage to, or destruction of clothing or personal property occurs as the result of an assault and/or battery incident, the District will reimburse him/her up to a maximum of \$100 per incident.

An Employee shall not suffer loss of compensation or a reduction in his/her accumulated sick leave allowance days as a result of an injury received while in the course of his/her employment which is caused by an assault or battery which is deemed to be through no fault of the Employee.

- H. If a complaint is filed or a suit is brought against an Employee, as a result of any reasonable action taken by him/her while in the course of his/her employment, the District will provide all of the necessary assistance to the Employee in presenting his/her defense.

- I. The District's administration and the Employees will comply with the Board's student medication policy regarding the administering of medication to students.

No Employee shall prescribe or recommend medication for students.

- J. An Employee who voluntarily severs his/her employment, excluding resignations in lieu of termination, shall be compensated for accumulated sick leave allowance (see Article 23, Section E), benefits. All other rights and privileges provided in this Agreement will become null and void.

- K. An Employee who handles District funds shall not be held liable for any losses unless there is evidence of negligence or malfeasance by the Employee.

- L. Upon approval, Employees shall be reimbursed at the mileage rate allowed by the Internal Revenue Service. However, the reimbursement shall not apply for travel related to banking responsibilities noted in Section K (above).

- M. When an Employee submits a written authorization, the District will make Payroll deductions for voluntary contributions. The voluntary contribution entities will be mutually determined by the District and the Association and shall comply with the Campaign Finance Act.

- N. Employees shall not be required to work in a facility deemed, by the appropriate authority, to be unsafe or hazardous or to perform tasks which endanger their health, safety or well-being.

- O. The District shall make every effort, consistent with the available facilities and resources, to maintain the work sites at a comfortable temperature and in a clean condition.

ARTICLE 6

EMPLOYEE'S PERSONNEL FILE

- A. An Employee shall have the right, upon request, to review the contents of his/her personnel file, excluding letters of recommendation and employment credentials.

The Employee shall, upon request, be allowed to have copies made of materials from his/her files.

- B. A representative of the Association may, at the Employee's request, accompany the Employee in the review of his/her personnel file.
- C. Material of a non-professional nature (i.e., letters from colleagues, teachers, secretarial/clerical/paraprofessional/technical personnel, students, parents, community members; newspaper clippings; records of phone calls, etc.) or materials relating to an Employee's conduct, service, character, or personality shall not be placed in an Employee's file without providing the Employee with the opportunity to sign the material to indicate his/her awareness but not necessarily agreement.
- D. All materials placed in the Employee's personnel file must bear the date and the signature of the writer and the proper identification as to source, if known or the investigation substantiates the misconduct. The Employee shall be provided the opportunity to sign the material to indicate his/her awareness but not necessarily agreement.
- E. The Employee shall have the right to place explanatory notes or letters in his/her personnel file pertinent to any written or printed material and the notes/letters shall be attached to the file copy of the material as allowed pursuant to the Bullard-Plawecki Employee Right to Know Act.
- F. An Employee shall have the right to file a written reply to any evaluative or disciplinary report placed in his/her personnel file as allowed pursuant to the Bullard-Plawecki Employee Right to Know Act.
- G. No personnel file material, other than as provided under applicable State and/or Federal legislation and/or regulation, may be removed or destroyed without the written consent of the Employee.
- H. The Employees' personnel files shall be evaluated from time to time by the Administration.

When evidence of fraudulent information or material is discovered, or, evidence of an Employee working contrary to the law, the Superintendent, or his/her designee, shall have the right to discipline the Employee, up to and including discharge (see Article 18).

ARTICLE 7

EMPLOYEE HEALTH CERTIFICATION

In order to provide health and safety protection, the District may request an Employee to have a physical or psychological examination by his/her own physician.

However, the District may also request an examination by a physician of its choice at its expense.

ARTICLE 8

ABSENCE POLICIES

A. Sick Leave Allowance:

1. At the beginning of each work year, the Employee shall be credited with a fifteen (15) day sick leave allowance to be used for absences caused by the following:
 - a. personal illness;
 - b. temporary physical disability of the Employee;
 - c. illness in the immediate family; or,
 - d. temporary physical disability of immediate family member.
 - e. Extraordinary Emergency Situations with the approval of the Assistant Superintendent of Human Resources, whose decision shall not be grievable.

The maximum accumulation of sick leave allowance shall be 147 days.

The annual sick leave allowance shall be prorated for any unpaid leave time, or resignation totaling one-half (1/2) or more of the work year.

2. The Employee's available sick leave allowance will be provided on their bi-weekly pay stub.

(In the case of the resignation of an Employee, the excess use of sick leave allowance and personal business days will be pro-rated and the remainder of the wage amount reduced by this pro-ration).

3. In addition to the above leave days, an employee shall be allowed up to three (3) days for any death in the immediate family.

In extenuating circumstances, additional days may be granted.

4. The term immediate family of the Employee shall be interpreted as spouse, parents, child(ren), siblings, step-relatives, grandparents, and grandchildren of both the Employee and his/her spouse, as well as others approved by the Superintendent, or his/her designee.

B. Personal Business:

1. Personal business absences shall be granted for personal or private business, including the observance of religious holidays and the marriage of an Employee and/or his/her child(ren), provided the absence is necessary; is for a reason beyond the con-

trol of the individual requesting it; and is sought for a legitimate activity that can be accomplished only during work hours. Personal business days may not be used for vacation times.

Employees planning to use a personal leave day(s), shall notify their immediate administrative supervisor at least one (1) day in advance, except in cases of emergency.

Denial of the use of a personal leave day must include a written reason for the action.

The Employee shall have the right to file a written appeal of the denial with the Superintendent, or his/her designee.

2. Each work year the Employee may use up to three (3) days of his/her sick leave allowance for the Employee's personal business.
3. Personal business absences will not be granted ordinarily in the first or last week of the school year or one (1) day before or after a paid holiday, a break/recess period (whether paid or unpaid) and/or the use of accumulated vacation time/allowance.

C. Attendance Incentive:

1. Employees shall, on a quarterly basis, receive an attendance incentive bonus based on the following criteria:
 - a. An Employee with perfect attendance, during the quarter, shall receive an attendance incentive bonus of sixty dollars (\$60) for the quarter.
 - b. An Employee with one (1) absence, during the quarter, shall receive an attendance incentive bonus of forty-dollars (\$40) for the quarter.
 - c. An Employee with two (2) absences, during the quarter, shall receive an attendance incentive bonus of twenty dollars (\$20) for the quarter.
 - d. The work year schedule (thirds) shall be as follows: mid-August through mid-November; mid-November through mid-March; and mid-March through end of June.
2. For the purpose of calculating the attendance incentive bonus, absences for the observance of religious holidays, death in the immediate family; absences due to compliance with the ADA, FMLA, or USERRA, and/or jury duty will be excluded. Additionally, all partial absences shall be cumulative for each period noted in subsection 1 (above).

Also, unrecorded compensatory time; extending the normal workday; reduction of the lunch period; or cancellation of break period(s) may not be utilized to make-up time in order to qualify for the attendance incentive bonus.

3. Payment of the attendance incentive bonus shall be made in the paycheck issued following the close of the stipulated periods in sub-section 1 (above).

D. Worker's Compensation:

In case of an absence due to injury, illness, or disease incurred in the course of the Employee's employment chargeable to Workers' Compensation, the Employee may use any accumulated sick leave to offset the difference between the amount paid by Worker's Compensation and their regular wages.

E. Legal Proceedings:

1. Jury Duty --

An Employee who is called for jury duty during the normal workday shall be compensated for the difference between his/her normal daily wage and the pay received for the performance of this civic obligation.

The day(s) of absence shall not be deducted from the Employee's sick leave allowance.

2. Employment Related --

An Employee, who is called to testify before any judicial or administrative tribunal and/or arbitrator, mediation or fact-finding proceeding(s) during the normal workday, shall be compensated for the difference between his/her normal daily wage and payment received for the performance of the obligation.

The day(s) of absence shall not be deducted from the Employee's sick leave allowance.

F. Notification of an absence shall be made in a manner determined by the Administration.

G. When an Employee returns to work following an absence, the Employee shall complete and sign an Employee Absence form.

H. An Employee absent ten (10) or more consecutive workdays because of illness, injury or physical disability shall, on his/her return but before resuming his/her duties, provide the Superintendent, or his/her designee, with a statement signed by a physician indicating the nature of the illness, injury or physical disability and a certification of fitness for the Employee to resume his/her normal duties.

If, for any reason, the District requests an Employee to have an additional examination by a physician of its choice, such examination shall be at the expense of the District.

- I. An Employee, whose physical mobility and/or dexterity may be restricted causing hazardous conditions at the work site, shall not be permitted to return to work without the written permission of the Superintendent, or his/her designee.

The District may require the Employee to be examined by a physician of its choice, such examination shall be at the expense of the District, to determine his/her ability to perform the routine functions of the Employee's daily assignment(s), with or without reasonable accommodation.

- J. The District may require proof of illness by the statement of a doctor if an illness exceeds two (2) consecutive workdays.

However, in the event thirty-five percent (35%) or more of a work site's staff shall call in *sick* on any day, the District may require medical proof of illness and certification of fitness for the Employee to resume his/her normal duties before the Employee receives pay for the day(s).

- K. Any Employee, who had previously arranged an absence for a personal business day, or sick leave allowance day, shall not be charged for the day, when the Superintendent, or his/her designee, declares that the entire District is closed (see Article 10, Section E).

If a substitute is called in and is paid for a half day, the Employee will be charged a half day.

- L. For purposes of the use of the Employee's accumulated sick leave allowance, pregnancy, including childbearing; recovering from childbearing; miscarriage; or abortion; and/or the legal adoption of a child(ren) will be treated the same as any other temporary disability.

- M. An unexcused absence shall result in a loss of pay.

ARTICLE 9

SICK LEAVE BANK

An Employee who has been absent because of an extended personal illness and has exhausted his/her accumulated sick leave allowance hours may request the Superintendent, or his/her designee, to initiate the established process to allow any bargaining unit member the opportunity to donate up to the necessary hours equivalent to no more than five (5) times their regularly scheduled daily hours which will be deducted from his/ her accumulated sick leave allowance.

The donated hours will be credited to the Employee who has been absent because of an extended personal illness and has exhausted his/her accumulated sick leave allowance.

ARTICLE 10

INCLEMENT WEATHER

- A. In the event that the District cannot provide pupil instruction because of conditions not within its control, as provided in applicable State law and/or regulations, those days shall be added to the school calendar. Employees will receive their regular pay for the first two (2) days which are canceled but shall work on the first two (2) rescheduled days with no additional compensation.
- B. Building Closure: When a building is closed to students by an Act of God or any other reason, Employees may be required to report to work.
- C. At the beginning of each work year, the Superintendent, or his/her designee, will arrange for a method of notifying Employees when a decision is made to a work site(s) and/or a close school(s) to students because of severe inclement weather or other Acts of God.
- D. In the event severe and/or inclement weather or other Acts of God occur during the work-day and the District has decided to close a building or the entire District, Employees will be released as soon as possible, but no later than sixty (60) minutes after the release of the students.
- E. When the Superintendent, or his/her designee, declares that the entire District is closed, any Employee, who had previously arranged an absence for a personal business day, or sick leave allowance day, shall not be charged for the day.

ARTICLE 11

EMPLOYMENT STATUS

A. Probationary Status:

1. A new Employee must serve a probationary period of sixty (60) workdays per the Employee's work schedule.
2. The District shall have the right to discharge, for cause, and discipline probationary Employees and the action is not subject to appeal or grievance by the Association.
3. The District will evaluate, in writing, the performance of all probationary Employees after twenty (20) workdays and at the end of the sixty (60) day probationary period.
4. There shall be no seniority among probationary Employees.
5. The District shall provide training to all new employees in regards to safety, equipment operation, District policies/procedures and any other training deemed necessary for a new employee to be successful in their position. Should the training occur after the employee's normal work schedule, they shall be paid their normal hourly wage for the time spent in training

B. Permanent Status:

Employees successfully completing their probationary period shall be considered permanent Employees and shall be entered on the seniority list and shall rank for seniority purposes from the first day of employment in a position covered by this Agreement.

C. Full-Time Status:

Full-time, for all purposes except fringe benefits (including the pro-ration of insurance premiums), shall be defined as at least six (6) hours per day.

ARTICLE 12

EMPLOYEE EVALUATION

- A. Permanent Employees shall be evaluated not less than once every two (2) years by the Director of Food Service (where appropriate, input may be requested from the administrator(s) of the work site).
- B. The evaluation shall be recorded on the form(s) provided by the Office of Human Resources. The Employee should be given a copy of the form at the beginning of the work year in which he/she is to be evaluated.
- C. An official copy of the evaluation form shall be given to the Employee by the evaluator during the evaluation review conference.
- D. The District has the right to require more frequent evaluations when an Employee's job performance has been designated as Less Than Satisfactory.

The Association will be notified of any Employee who is being evaluated due to a Less Than Satisfactory job performance designation.

- E. Should an Employee receive a Less Than Satisfactory designation, the evaluator shall provide, in writing, specific recommendation(s) for his/her improvement, stating the length of time the Employee has to provide evidence of the desired remediation.

ARTICLE 13

SENIORITY

A. Seniority shall be defined as the length of continuous service with the District, excluding any unpaid leaves and layoffs, and shall be computed from the latest date of employment in the bargaining unit.

B. In the event that two (2) or more Employees have the same length of service in the District, the tie will be broken by a lottery.

The Employee with the lowest number of the last four (4) digits (e.g., 4395, 3893, 2936) of his/her social security number shall be determined to be the most senior.

C. The Board will keep a Novi Food Service Employees' Classification seniority list up to date on an annual basis and will make them available to the Association on or before September 30 and June 1 of each contractual year. Any changes in the lists will be mailed to the Association within one (1) week of the change

D. The Seniority list shall contain the following information:

Employee's name,
Employee's Classification,
Employee's date of employment in the bargaining unit,
Employee's seniority date,
Employee's hourly wage rate and step,
Employee's length of work year in days, and
Employee's assignment.

E. An Employee shall lose his/her seniority for the following reasons:

1. The Employee retires.
2. The Employee resigns.
3. The Employee is discharged and the discharge is not reversed through the Grievance Procedure set forth in this Agreement.
4. The Employee is absent for five (5) consecutive workdays without notifying the District, unless such absence is caused by circumstances beyond his/her control. (Such absence will result in automatic discharge and the District will send written notification to the Employee, at his/her last known address, that his/her employment may be terminated and the Employee may lose his/her seniority, after the Employee is provided with an appropriate opportunity for a minimal due process hearing.)

5. The Employee does not return to work when recalled from layoff, as set forth in the Recall Procedure (see Article 14).
6. Failure to return from a leave of absence, without a notification to the District, will be treated in the same manner as Item 4 above.

ARTICLE 14

LAYOFF AND RECALL

A. Reduction in workforce:

1. Whenever necessary, as determined by the Board, the District may reduce the number of positions in the bargaining unit or the hours to a specific position.

When Employees are displaced due to a reduction in the workforce, including hours, the bumping process shall begin with the most senior Employee. However, in the case where an employee's hours are reduced, the employee may choose to accept reduction in hours instead of displacing the least senior employee in their classification with the same number of hours.

When there are multiple positions within the same classification, the District shall first displace the least senior Employee in that classification.

2. A displaced Employee bumping a less senior Employee must be qualified for the position.

To be deemed qualified to bump into a position, the displaced employee must have satisfactorily held the same and/or a similar position in the bargaining unit previously or have demonstrated the ability to perform the duties and responsibilities of the position by having taken and successfully passed, as determined by measurable criteria, an assessment administered by a representative of the District.

The assessment(s) to be administered by the District shall be based on the qualifications listed in the latest vacancy posting or job description for the position; however, deviations in the necessary qualifications shall be permitted to address any skill(s) that were incorporated into the duties and responsibilities of the position since the last vacancy posting, providing the skill(s) was utilized for a minimum of ninety (90) workdays by the person currently holding the position.

3. The process for a reduction in workforce shall be as follows:
 - a. The District will identify the position(s) to be eliminated and/or reduced in hours.
 - b. The District will notify the Association in writing twenty five (25) workdays in advance of any reduction in workforce which will result in layoff.
 - c. The District's representative(s) will meet with the Association representative(s) to provide the reason(s) for the reduction in workforce and to discuss alternatives.
 - d. The Employee whose position will be affected by the reduction in workforce shall be given at least Fifteen (15) workdays written notice of scheduled layoff.

- e. An Employee who is displaced as a result of the reduction in workforce shall have the opportunity to bump according to the following process. If the displaced Employee chooses not to participate in the bumping process, he/she must notify the Assistant Superintendent of Human Resources in writing, within two (2) business days after receipt of displacement notice. In no case will the displaced Employee be allowed to bump an Employee with more seniority.
- (1) The displaced Employee shall first bump the least senior Employee within the same classification, provided this bump does not result in an increase in hours, if the displaced Employee is deemed qualified to fill that position. If the displaced Employee is deemed not qualified to take the position of the least senior Employee in the same classification, the displaced Employee may continue to bump in reverse order of seniority within the classification, until the displaced Employee is bumped into a position.
 - (2) In the event that there is no Employee in the same position with less seniority than the displaced Employee, or in the event that there is no position within the same classification for which the displaced Employee is deemed qualified, the displaced Employee may bump the least senior Employee within the same level, provided this bump does not result in an increase in hours. Bumping will continue in reverse order within that level until the displaced Employee bumps into a position.
 - (3) In the event that there is no Employee within the same level with less seniority than the displaced Employee, or in the event that there is no position within the same level for which the displaced Employee is deemed qualified, the displaced Employee shall bump the least senior Employee in the next lower level, provided this bump does not result in an increase in hours. Bumping will continue in reverse order within that level, then the next, etc., until the displaced Employee bumps into a position.

If the displaced Employee is deemed not qualified to take the position of the least senior Employee in their same group at the next lower level, the displaced Employee shall continue to bump in reverse order of seniority within the same group and then within the same level, provided this bump does not result in an increase in hours. The process shall continue until the Employee's options are exhausted.

- (4) In the event that the displaced Employee is unable to bump a less senior Employee in the same or a lower level, the displaced Employee will be laid off.
- (5) If the displaced Employee refuses to bump another Employee, they will be considered to be on voluntary layoff leave.
- (6) Any employee who is to be laid off will be given at least fifteen (15) business days written notice of layoff.

- f. An Employee who has been bumped becomes an Employee scheduled for layoff and follows the same bumping process described in 3(e) above.

B. Seniority:

Seniority shall be defined as the length of continuous service with the District, excluding any unpaid leaves, and shall be computed from the latest date of employment in the bargaining unit.

Seniority shall be pro-rated for Employees working less than full-time. Full-time shall be defined as in Article 11, C.

C. Recall:

1. Recall shall be based upon seniority, in reverse order of layoff, provided that the recalled Employee is qualified for the position to which he/she is recalled and after the position has been posted to the membership.

To be deemed qualified to assume a position, the Employee designated to be recalled must have satisfactorily held the same and/or a similar position in the bargaining unit previously or have demonstrated the ability to perform the duties and responsibilities of the position by having taken and successfully passed, as determined by measurable criteria, an assessment(s) administered by a representative of the District.

The assessment(s) to be administered by the District shall be based on the qualifications listed in the latest vacancy posting for the position; however, deviations in the necessary qualifications shall be permitted to address any skill(s) that were incorporated into the duties and responsibilities of the position since the last vacancy posting, providing the skill(s) was utilized for a minimum of ninety (90) workdays by the person currently holding the position.

2. Each Employee being recalled may be notified by phone.

If the Employee cannot be contacted by phone, certified mail, return receipt requested, shall be used to the last known address.

Non-delivery of the certified letter shall be considered as a failure to respond within the time limit and shall result in termination of all employment rights, except as provided in Article 5, Section J.

3. The Employee being recalled shall have ten (10) business days from the date of delivery of the recall notice to notify the District of his/her intention to return. Failure to respond to the recall notice within the time limit shall result in termination of his/her employment.
4. The District shall notify the Association of all recalls.

ARTICLE 15

LEAVES OF ABSENCE

A. An Employee may, on written request, be granted a leave of absence by the Board of Education.

B. Leaves of Absence Without Pay:

1. Leaves without employment restrictions --

An Employee shall, on written request, be allowed a leave of absence without pay, for good and sufficient reason.

a. Illness/Health/Medical Leave:

A Health Leave, without pay or fringe benefits unless required by law, when recommended by a physician, shall be granted for a period of one (1) year.

At the end of such leave, the Employee must either return or request an extension as set forth in Section C (below).

Notice of intention to return to duty after a Health Leave shall be accompanied by a written statement from a physician in the same area of specialty as the one who recommended the leave, addressing the illness which was the basis for the leave and certifying the fitness of the Employee to return to his/her duties.

The District reserves the right to have the Employee examined by a physician of its choice and at its expense, in the same area of specialty as the physician who recommended the Employee be placed on the Health Leave.

b. Child Care Leave:

(1) A Child Care Leave, without pay or fringe benefits unless required by law, will be granted to an Employee for a period of up to one (1) year.

The Employee requesting the leave shall notify the Personnel Office, in writing, of his/her intent at least thirty (30) days before the beginning date of the leave.

(a) An Employee beginning a Child Care Leave on or after July 1, but prior to January 1, shall terminate the leave at the beginning of the next work year.

(b) An Employee beginning a Child Care Leave on or after January 1, but before July 1, shall receive the balance of that work year in addition to the following work year.

- (2) Employees on a Child Care Leave must give written notice to the Superintendent, or his/her designee, by April 1, of the year the leave expires, of their intention to return.

The notice of intention to return is the responsibility of the individual. In the event such notice is not received, it will constitute the Employee's resignation and automatic termination of his/her employment with the District.

If an Employee wishes to return to work before the expiration of the leave, he/she shall notify the Superintendent, or his/her designee, by April 1.

- (3) The Child Care Leave may be extended for one (1) additional work year, upon application and approval by the Board of Education.

The request must be made by April 1 of the year the leave expires.

- (4) Upon request to return to work, the Employee will be reinstated in the same, or equivalent, position for which he/she is qualified, provided there is a position available.
- (5) Upon return from a Child Care Leave without pay, the Employee shall be placed on the Hourly Wage Rate Schedule (Appendix B) step and retain the seniority status for which he/she was eligible when he/she left for the leave.
- (6) An Employee who suffers a still-birth, miscarriage, or the death of any child for whom he/she received a Child Care Leave, may be returned to service after appropriate medical certification, if necessary, by his/her attending and/or the District physician.

c. Family Medical Leave:

- (1) Shall be administered in accordance with the Family and Medical Leave Act as amended.
- (2) Upon return from such leave, the employee shall be placed in his/her original position. The Board and the employee agree to cooperate in scheduling return from leave pursuant to the Federal Family and Medical Leave Act at a time which minimizes disruption to the continuity of educational programming and service delivery and consistent with the provisions of the act and its regulations.
- (3) If the employee voluntarily terminates employment, the Board shall have the right to recover all premium payments made during the unpaid leave

interval. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within ninety (90) days of demand.

- (4) The employee shall first use accrued paid leave pursuant to the terms of Article 8. The remainder of any leave time will be unpaid.
- (5) Upon request, the employee shall present a clearance certificate signed by a physician prior to returning to work. The Superintendent shall also have the right to have the employee examined by a physician of the District's selection at District expense.

d. **Military Leave:**

Any Employee, who may enlist, be drafted or be recalled into active duty of any branch of the United States Armed Forces, shall make application, in writing, for a Military Leave.

All aspects of a Military Leave and return will be governed by applicable provisions of State and Federal laws in effect at the time in question.

2. Leaves with employment restrictions --

Upon a written request no later than April 1, an Employee, who has been employed for at least two (2) consecutive years in the District, may be granted a leave without pay for up to one (1) year provided the request is approved by the Board of Education and is for one (1) of the following purposes:

a. **Personal Leave:**

A leave of absence for personal reasons other than those listed below may be granted upon written request to the employee's immediate supervisor or his/her designee, and the approval of the Board of Education or its designee.

b. **Public Office Leave:**

As provided by applicable State or Federal legislation and/or regulation, up to four (4) years to any Employee for the purpose of holding public office. The leave shall commence upon the Employee assuming his/her elected office.

c. **Voluntary Layoff Leave:**

- (1) A Voluntary Layoff Leave without pay, seniority or fringe benefits may be granted, with the recommendation of the Superintendent, or his/her designee, by the Board of Education to eligible Employees for a period of up to one (1) year.

An eligible Employee is an Employee not currently on layoff and whose position may be filled by someone on the layoff list who is qualified (Article 14, Section A, 3, e) to fill that position.

He/She shall notify the Superintendent, or his/her designee, in writing, of his/her desire to go on a Voluntary Layoff Leave before the beginning of the next work year.

- (a) A Voluntary Layoff Leave, if granted, may commence at the beginning of the work year and must terminate at the end of that work year.

In the event there are circumstances requiring the layoff change and it is necessary to recall the Employee on a Voluntary Layoff Leave, he/she shall either return to his/her former position, or may request to be placed on a leave of absence without pay.

The Employee's return shall be determined by the provisions of that leave (see Section D, below).

- (b) If an Employee on a Voluntary Layoff Leave does not return to his/her former position, or requests to be placed on a leave of absence without pay, it will constitute the Employee's resignation and automatic termination of his/her employment with the District.

- (c) A Voluntary Layoff Leave will be granted for only one (1) work year.

The Employee that replaces the Employee on a Voluntary Layoff Leave shall remain in that Employee's assignment for the duration of that leave.

- (d) At the expiration of the one (1) work year Voluntary Layoff Leave, the Employee on leave shall return, or request some other leave status no later than April 1.

An Employee returning from a Voluntary Layoff Leave shall be reinstated in the same position, placed on the Hourly Wage Rate Schedule (Appendix B) step and retain the seniority status for which he/she was eligible when he/she left for the leave.

- (e) If, upon returning from a Voluntary Layoff Leave, and if the circumstances which necessitated the layoff are still prevalent and the Employee is still eligible for a Voluntary Layoff Leave, the Employee may request another Voluntary Layoff Leave as provided in this Article.

C. **Extension Of Leave Of Absence Without Pay:**

A leave of absence without pay may be extended for a maximum of one (1) additional year beyond the original request.

D. **Return from Leave Of Absence Without Pay:**

An Employee on leave who wishes to resume employment with the District at the beginning of the work year, or at the beginning of the second half of the work year, shall, notify the Superintendent, or his/her designee, no later than April 1 for the start of the work year or October 1 for the second half of the work year of the date he/she plans to return to work.

1. Upon return from a leave of absence without pay, the Employee shall be placed on the Hourly Wage Rate Schedule (Appendix B) step and retain the seniority status for which he/she was eligible when he/she left for the leave unless otherwise required by law.
2. An Employee returning from a leave of absence without pay shall be reinstated in the same or equivalent position for which he/she is qualified (see Article 19, Section A, 6), providing a position is available.

E. While on an unpaid leave of absence, an Employee shall not enter other employment.

F. Failure to return from leave or file a request for leave extension shall constitute the employee's resignation or abandonment of employment and shall automatically terminate the employment relationship.

ARTICLE 16

TERMINATION OF EMPLOYMENT OR RESIGNATION

An Employee, who resigns or is terminated, shall forfeit all accrued rights and privileges except as provided in Article 23, Section E.

ARTICLE 17

NEW AND/OR REVISED POSITIONS

- A. The District shall notify the Association, in writing, when a new position is to be established or revised duties and/or responsibilities are required for an existing position.

If the District determines that the Classification or hours for an existing position should be revised, the current employee holding that position will have the first option to remain in the revised position

If the employee decides not to remain in the revised position, the position will then be considered vacant and the provisions of Article 19 shall be followed.

- B. The District may designate the Classification (Appendix A) and hourly wage rate for the newly established and/or revised position and notify the Association in writing of its decision.
- C. In the event the parties cannot mutually agree to a Classification and/or Hourly Wage Rate Schedule (Appendix B) placement, into an existing Classification level (Appendix A), the District shall designate it as temporary and notify the Association in writing of this action.
- D. The new position(s) shall be considered temporary for a period of thirty (30) calendar days following the date of the written notification to the Association. During this thirty (30) calendar day period, the Association may request in writing that the District negotiate the Classification level and hourly wage rate.

The negotiated rate, if higher than the temporary rate, shall be applied to the date the Employee first began working in the temporary position, unless otherwise mutually agreed.

- E. If the parties are unable to agree on the level and/or hourly wage rate, the issue may be submitted to arbitration under the conditions listed in Article 5, Section 5, a and c.

The arbitrator shall render his/her decision based solely upon the final position of either of the parties. This shall be an exception to the grievance procedure.

- F. When the new position(s) has been assigned a permanent Classification Level and hourly wage rate, it shall be added to Appendices A and B.

ARTICLE 18

DISCIPLINE AND DISCHARGE OF PERMANENT EMPLOYEES

- A. The District agrees to discharge or discipline permanent Employees only for just cause.
- B. The District recognizes the concept of progressive discipline.
- C. A representative of the Association shall be present at the Employee's request, when an Employee is being reprimanded or disciplined.

The discharged or suspended permanent Employee will be allowed to discuss his/her discharge or suspension with the Association President, and/or his/her designee.

- D. No Employee shall be subjected to an administrative reprimand and/or disciplinary action while in the presence of students and/or non-supervisory District personnel unless necessary. If possible the Employee will be removed from the room and spoken to in private.

An administrator will not indiscriminately discuss any alleged deficiency in conduct.

- E. Upon the discharge, discipline, and/or reprimand of a permanent Employee, the District will promptly notify the Association in writing of the action taken, unless the Employee notifies the association they decline to have the Association involved.
- F. Upon request, the Superintendent, or his/her designee, will discuss the discharge or suspension with the Employee and the President of the Association, and/or his/her designee, unless the Employee notifies the Association they decline to have the Association involved.
- G. Within five (5) workdays of the discharge or suspension, the Employee and/or the Association may appeal the action in writing to the Superintendent. The Superintendent will review the discharge or suspension and give his/her answer in writing within three (3) regularly scheduled workdays after receiving the appeal. This shall be an exception to the normal grievance timelines.

If the response is not satisfactory to the Association, the matter may be processed through the Grievance Procedure (Article 4), Level Four.

ARTICLE 19

ASSIGNMENTS, VACANCIES, PROMOTIONS, AND TRANSFERS

A. Vacancy:

1. A vacancy shall be defined as an existing position that is unfilled, a newly established position or a position which is filled but which the District has declared will be vacant in the near future.
2. The District shall provide all Employees, utilizing the latest technology, with a Notice of Vacancy. A vacancy shall be open for six (6) workdays before the position is filled. The posting (Notice of Vacancy) shall contain, at a minimum, the following information:

location of work,
hours to be worked,
Classification, and
minimum requirements.

The Association will be notified in writing of all vacancies.

By mutual agreement of the parties, a Bid Meeting may be held. This meeting shall supersede the Notice of Vacancy.

3. The District shall notify the Employees and the Association of vacancies occurring during the summer months (June, July, and August). Employees may receive the information regarding vacancies by contacting the District's Employment Hotline.

The Association shall be notified by US mail.

4. Interested Employees may apply for a posted vacancy, in writing, to the Superintendent, or designee, within the six (6) day posting period or may bid on a vacancy at a Bid Meeting.
5. Vacancies shall be filled on the basis of the experience, competency, qualifications and length of service of the Employees in the District.

An Employee with less service in the District, as defined in Article 13, Section A, shall not be awarded the position, unless that Employee's qualifications are substantially superior to the qualifications of the competing Employees(s) with greater service.

A vacancy at the Manager level(s) shall be filled on the basis of experience, competence, and qualifications. If all else is equal, seniority shall determine who is awarded the position.

6. To be deemed qualified to assume a position, the Employee must have satisfactorily held the same and/or a similar position in the bargaining unit previously or have demonstrated the ability to perform the duties and responsibilities of the position by having taken and successfully passed, as determined by measurable criteria, an examination(s) administered by a representative of the District.

The examination(s) to be administered by the District shall be based on the qualifications listed in the latest posting, or job description for the position; however, deviations in the necessary qualifications shall be permitted to address any advanced culinary and/or technological skill(s) that were incorporated into the duties and responsibilities of the position since the last vacancy posting, providing the skill(s) was utilized for a minimum of ninety (90) workdays by the person currently holding the position.

B. Promotion:

1. A promotion shall be defined as permanent change in the (Appendix A) level and the hourly wage rate (Appendix B).
2. An Employee, whose promotional experience and/or performance of forty-five (45) days or less is unsatisfactory to either the District and/or the Employee, will be returned to his/her former assignment.
3. A hourly wage rate (Appendix B) change, resulting from a permanent or temporary change in position, shall take effect with the assumption of the duties of the new position.

The hourly wage rate (Appendix B) change shall be to the step currently held by the employee at their new level:

C. Transfer:

1. Voluntary --

Because the frequent transfer of Employees from one (1) assignment to another interferes with optimum Employee performance, the parties agree that voluntary transfers of Employees are to be minimized.

2. Involuntary --

- a. An involuntary transfer is defined as the transfer of an Employee from one (1) assignment to another without the approval and over the expressed objection of the Employee.
- b. The Association and District agree that transfers of Employees from one (1) assignment to another may be disturbing to the individual involved; however, it is

sometimes necessary to transfer an Employee to another assignment in order to continue to serve the educational needs of the children of the District.

- c. All involuntary transfers will be discussed by the Superintendent, or his/her designee, and the Employee.
 - d. An involuntarily transferred Employee shall be given at least five (5) workdays written notice.
 - e. The District shall notify the Association of all involuntary transfers.
3. **Other --**

In the best interest of the Employee, the Superintendent, or his/her designee, may approach the Association to request the transfer of the Employee to an existing vacancy. However, before the transfer is made, consent must be given by the President of the Association and the Employee involved.

It is understood that the transfer may not, in any way, be construed as a disciplinary action.

- D. In the event the District determines that there is a need to test a position (i.e., adding a new position, new hours, responsibilities, etc.), the District shall meet with the Association to discuss the test. The District may test a position for up to three (3) months; however, the parties may extend the test timelines by mutual agreement.

ARTICLE 20

WORK SCHEDULE

A. Workday:

1. The Director of Food Service shall determine the length of the Employee's normal workday. The normal workday, as determined by the Classification (see Appendix A), shall consist of the following:

HS Manager	6.0-8.0 hours
MS Manager	6.0-8.0 hours
NM Leader	6 - 7.0 hours
Head Cook	5.5 - 7.5 hours
Elementary Leader	5.5 - 7.0 hours
HS Head Cashier	5.5 - 7.5 hours
Lead Cook	5.5 - 7.5 hours
Food Service Assistant I	4.0 - 7.5 hours
Food Service Assistant II	1.5 - 3.75 hours

2. There will be variations in the normal daily hours of work, depending upon a variety of factors related to the District's food service program.

The District will attempt to maintain an Employee's current hours of work; however, if, during the life of this Agreement, it becomes necessary, in the opinion of the Board of Education, to alter the Employees' hours of work, the Superintendent, or designee, shall notify the Association.

An Employee(s), whose hours of work is to be altered, shall be notified in writing ten (10) workdays before the change becomes effective

3. Within two weeks of the beginning of each school year, the Director of Food Service shall provide to the President of the Association the daily hours of work, as well as the starting and ending times of each Employee's assignment.
4. Except as required by an individual work site's food service program, the Employee will work during the instructional day.
5. An Employee whose normal daily hours of work consists of four (4.0) hours or more shall be entitled to the following:
 - a. Five (5.0) hours or more: A fifteen (15) minute paid, duty-free lunch period and one (1) ten (10) minute paid, duty-free break period

- b. Four (4.0) through four and nine-tenths hours: A twenty (20) minute paid, duty-free lunch period.
6. An Employee whose normal daily hours of work consists of less than four (4) hours is entitled to a non-paid, duty-free lunch period.

When the Director of Food Service establishes a work schedule, in writing, for a less than four (4) hour Employee that includes a fifteen (15) minute break period, the individual may elect to eat lunch during that time and will be not paid for that time. If the Employee decides not to eat lunch, he/she shall be paid for the fifteen (15) minutes and the Director of Food Service may assign duties during that time.
 7. An Employee shall not be permitted to combine the paid, duty-free break and lunch periods.

The paid, duty-free lunch or break periods shall not be taken at the start or end of the Employee's normal daily hours of work.
 8. The Director of Food Service shall designate the time of the paid lunch and break periods.
 9. The paid, duty-free lunch and break periods are not cumulative. The time is to be used on a daily basis and shall not be used to provide the Employee with the privilege of arriving after the designated start, or leaving before the designated end, of his/her workday.

B. Work Week:

1. During the school year, all Employees shall work Monday through Friday.
2. An Employee who is assigned to a work site that is not scheduled to serve lunch to students, may, at his/her discretion, be assigned, as needed, to substitute at another work site.

The Employee will receive the hourly wage rate for the individual he/she is replacing.
3. All Employees shall work on the designated cleaning days.
 - a. Employees will not be permitted to use a personal leave day (s) and/or unpaid absence time on designated cleaning days.
 - b. Employees will not be permitted to use a personal leave allowance (sick) day (s) on the designated cleaning days, except with medical verification or in the event of a continuing illness.

C. Work Year:

The scheduled work year may consist of up to one hundred eighty-two (182) workdays, based on the teacher work year, excluding paid holidays (see Article 21).

The work year is normally scheduled to be as follows:

August 31, 2015 through June 17, 2016

D. Overtime:

1. Overtime, that was authorized, in writing, by the Director of Food Service and approved by the Superintendent, or his/her designee, shall be paid at time and a half (1.5) for all hours worked in excess of forty (40) hours during the normal workweek.
2. When an Employee is scheduled to work on a Sunday and/or a holiday, he/she shall be paid twice (2) his/her hourly wage rate.

E. Additional Time--Use of Food Service Facilities:

1. When a Food Service facility is used, the Director of Food Service will assign an Employee to work during the time the facility is being utilized. Exceptions may be made upon the mutual agreement of the Association and the Director of Food Service.
2. The assignment will be posted, utilizing the latest technology, for a period of three (3) workdays.
3. The assignment shall be awarded to the most-senior, eligible applicant. However, if no Employee applies for the assignment, the Director of Food Service shall assign the least-senior, qualified Employee(s) to the job. For a special event specific to a particular K-6 elementary building, priority will be given by seniority/eligibility to the food service employees assigned to that building. If no employee assigned to that building applies, the assignment shall be awarded to the most-senior eligible applicant District wide. However, if no employee applies for the assignment, the Director of Food Service shall assign the least-senior, qualified Employee(s) to the job. For a special event specific at the high school or middle school, and if there is more than one (1) position available, one (1) position will be given to the most senior person in the building who applied. The remaining positions, including alternates, will be given district-wide on a seniority basis to those who applied.
4. An Employee, who is assigned additional time due to the use of a Food Service facility, will be paid as follows:
 - a. District-sponsored/funded activity: His/Her hourly wage rate, subject to the overtime provision (see Section D above) of this Agreement.

- b. Non-District-sponsored funded activity: One and one-half (1.5) time his/her hourly wage rate. However, if the activity is scheduled on a Sunday or a holiday, the Employee shall receive twice (2) his/her hourly wage rate.
5. When an activity is scheduled for Mother's Day, the assignment will be posted; however, if no Employee applies for the assignment, the District may employ an individual(s) outside of the bargaining unit to perform the work.

F. Move-Up Assignment/List (Due to Employee Absence):

1. At the beginning of the work year, the Director of Food Service will ask Employees to volunteer to temporarily assume, within that employee's assigned kitchen, the duties of an absent Employee in a higher Classification.
2. Employees, who are interested in earning additional hours of work due to another Employee's absence, shall notify the Director of Food Service, in writing, of their willingness to do so.
3. The Middle School and High School Head Cook will move up to the Middle School Manager or High School Manager position. Employees at the High School, Middle School and Novi Meadows will move up within their own kitchen by seniority. Novi Meadows 5 and 6 will move up by seniority within their own buildings first and then across buildings as needed. K-4 Elementary Cooks do not move up to High School, Middle School, or Novi Meadow positions. When a K-4 cook is absent, move-up to that position will be based on District seniority.
4. Should there not be a sufficient number of Employees willing to volunteer for the Move-Up List, the District shall have the right to place a substitute employee in the position created by an Employee's absence or assign other Employees, starting with the most senior Employee in the next lower Classification to assume positions in the higher Classification.
5. After two (2) days in an assignment(s), due to an absence, the Employee shall be paid the same hourly wage rate the individual would have received if he/she had been permanently assigned to the position of the absent Employee's(s') Classification(s) (Move-up Pay). The change in the hourly wage rate shall be retroactive to the first day the Employee assumed the temporary assignment(s) due to an absence. However, if the Move-up Pay is two (2) or more levels up in classifications, the Employee will be paid at the higher rate on the first day. Move-up Pay shall only affect wages, and shall have no effect on any other payments or fringe benefits.
5. An Employee who assumes the duties of another Employee who is assigned to extended jury duty service, shall be paid at the higher hourly wage rate for each days he/she replaces the individual providing jury duty service.

G. Summer Food Service Program:

1. Assignments to a District summer Food Service program will be made available to Employees who have notified the Director of Food Service, in writing, of their availability for a summer Food Service program assignment.
2. Employees will be selected for a District summer Food Service program based on
 - a. demonstrated ability,
 - b. past performance, and
 - c. seniority.

If two (2), or more, Employees meet the above criteria, the most senior Employee(s) shall be awarded the assignment.

3. Employees assigned to a District summer Food Service program will be paid at the hourly wage rate designated by the District. However, the Association may demand to negotiate the hourly wage rate.

If the hourly wage rate question cannot be resolved by the District and the Association, the matter shall be subject to the Grievance Procedure.

4. The hourly wage rate is the only matter related to a District summer Food Service program that is subject to the provisions of this Agreement.

H. Professional Development

The District shall provide up to three (3) days of mandatory professional development per year for Employees for professional development. These workshops shall occur on professional days for Teachers as provided in the District calendar.

The District and the Association shall meet no later than the last workday in June to plan workshops for the subsequent year. Attendance at these workshops shall be mandatory and Employees shall be paid at their hourly rate.

ARTICLE 21

HOLIDAYS

- A. All Employees shall be entitled to the following paid holidays if they fall within their normal work year:

Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day

In order to qualify for the holiday pay, the Employee must have worked the scheduled workday before and the first scheduled workday after the holiday. However, this condition may be waived in extraordinary emergency situations with the approval of the Assistant Superintendent of Human Resources, whose decision shall not be grievable

- B. If a holiday falls on Sunday, Monday shall be the paid holiday unless such holiday is already a holiday and then the additional holiday will be determined by the Superintendent, or his/her designee.

If a holiday falls on Saturday, Friday shall be the paid holiday unless such holiday is already a holiday and then the additional holiday will be determined by the Superintendent, or his/her designee.

- C. If students are required to be in attendance on any other above paid holidays, an exception shall be made. No day, or partial day, of student attendance shall be considered a holiday.
- D. A personal leave (Business) day may not be used on the scheduled workday(s) before and/or after a holiday.
- E. In order to be paid for the holiday, an Employee must work the first scheduled workday before and after the holiday or have an excused documented illness for either day.

ARTICLE 22

EXPENSE REIMBURSEMENT

A. Clothing (Uniform) Expense Reimbursement:

Annually, the District, at a vendor of its choice, will provide the Employee with a two hundred dollar (\$200) credit line account. The two hundred dollar (\$200) credit line account will only be used for the purchase of designated uniform item(s), e.g., aprons, slacks, polos, shoes. The Employee shall wear the uniform as provided for in the Food Service Guide.

In addition to the reimbursement noted above, the District will pay up to \$300 towards non-medical lifts for feet; there shall be only one request for reimbursement per employee each ten (10) years.

B. Conference or Convention Expense Reimbursement:

A request to attend a food service related conference or a convention will be submitted to the Director of Food Service.

Upon approval by the Superintendent, or his/her designee, the Employee will be reimbursed for documented conference or convention expenses. The reimbursement for incurred expenses will be limited to registration fee(s); lodging; food; mileage; and lost wages, if appropriate.

C. Out-of-District Training Session Expense Reimbursement:

At the discretion of the District, an Employee who participates in an out-of-District training session(s) that is related to the food service program may be reimbursed for documented expenses.

The reimbursement of expenses will only be provided if the Employee's participation was approved by the Superintendent, or his/her designee.

Whenever an Employee is directed to participate in a food service related training session(s), the District will pay all costs, including time spent to attend the training.

ARTICLE 23

COMPENSATION

- A. The classifications and wages of food service personnel covered by this Agreement are set forth in Appendices A and B. Appendix B shall remain in effect during the term of this Agreement.

2015-16 -Step freeze; 0% salary increase

At the end of the 2015-16 school year, should the Operating Profit exceed \$200,000, the District will pay an off-schedule payment of 1% to bargaining unit members still employed on June 30, 2016.

All employees will be paid through Direct Deposit.

- B. The hourly rates shown on the Hourly Wage Rate Schedule (Appendix B) are based on permanent employment in the specified position(s).

C. **Appendix B Placement:**

1. A new Employee without experience shall be placed on Step 1 of the Hourly Wage Rate Schedule (Appendix B).
2. A new Employee will be placed on Step 2 or Step 3 of the Hourly Wage Rate Schedule (Appendix B) if his/her previous work experience is directly related to the job Classification (Appendix A). Placement on the Hourly Wage Rate Schedule (Appendix B) shall be determined by the Superintendent, or his/her designee.
3. An Employee will advance a step on the Hourly Wage Rate Schedule (Appendix B) on the anniversary date of his/her employment in a bargaining unit position. An employee will move up a step on the Hourly Wage Rate Schedule once they have worked one year. Credit will not be given for time in an unpaid status unless required by law. An Employee who is paid unemployment compensation benefits chargeable to the Employer during the normal summer denial period and who is subsequently re-employed in the bargaining unit shall have his/her compensation for that school year adjusted so that his/her unemployment compensation benefits received are offset against the compensation he/she earns for work performed in that school year. The Employer is specifically authorized to deduct said amount from the Employee's wages.

D. **Longevity:**

1. The hourly wage rate of all Employees who were employed on or before June 30, 1996, shall be increased as follows:
 - a. an additional three percent (3%) of the Employee's base hourly wage rate at the beginning of the tenth (10) year through the end of the fourteenth (14) year; or
 - b. an additional six percent (6%) of the Employee's base hourly wage rate at the beginning of the fifteenth (15) year through the end of the nineteenth (19) year; or
 - c. an additional nine percent (9%) of the Employee's base hourly wage rate at the beginning of the twentieth (20) year and continuing each employment year thereafter.
2. Longevity eligibility shall be based on the Employee's anniversary date of employment in the bargaining unit.
3. Individuals who are employed on or after July 1, 1996, shall not be eligible for longevity payments.

E. **Unused Paid (Sick) Leave Allowance Days Compensation:**

An Employee will be compensated for his/her accumulated unused paid (sick) leave allowance days based on the following criteria:

1. An Employee with ten (10) or more years of service in the District as a member of the bargaining unit who severs his/her employment in the District will be eligible to receive compensation for a portion of his/her accumulated paid (sick) leave allowance days, so long as the individual resigns. Those resigning in lieu of termination shall not be paid for unused sick leave.
2. At the time of severance, an Employee with an accumulation of 132 through 147 paid (sick) leave allowance days will be compensated for thirty (30) of the days at a rate of \$25 per day; or

At the time of severance, an Employee with an accumulation of 116 through 131 paid (sick) leave allowance days will be compensated for twenty-five (25) of the days at a rate of \$20 per day; or

At the time of severance, an Employee with an accumulation of 100 through 115 paid (sick) leave allowance days will be compensated for twenty (20) of the days at a rate of \$15 per day.

ARTICLE 24

INSURANCE PROTECTION

A. **Health Care Insurance** -

Except as delineated below (for Tier 2 Employees), to the extent allowable by law or regulation, upon proper application and acceptance for enrollment by the appropriate insurance underwriter, and/or carrier, the Board shall make payments for health, vision, dental, AD&D, life, and LTD insurance coverage (if chosen) for all eligible Employees (those not taking cash-in-lieu) and their eligible dependents toward the Association's preferred insurance plan(s) listed below in a combined monthly amount not to exceed the following paid per eligible Employee:

Single =	\$ 499.35
Two Person =	\$1,044.31
Family =	\$1,361.88

The plan(s) chosen by the Association shall be:

Choices II \$500/\$1000 Employee funded deductible, \$20/\$25/\$50 Co-Pay, Saver RX OR ABC Plan 1, \$1,300/\$2,600 ** Employee funded deductible.

**In the event that there are changes in the minimums for the ABC Plan 1, then it shall be increased consistent with state and federal law.

Tier 2 Employees (those hired after June 30, 2013), are eligible for Single, 2-Person, and Full Family coverage, but shall only receive Board contributions up to the "Single" rate.

The enrolled employee is responsible for all health insurance benefit plan costs in excess of the Board's contribution, which amounts will be payroll deducted. The July-August contributions deductions will occur over the immediately preceding September-June payrolls.

- B. The plan(s) chosen by the Association, and listed above, shall conform to all requirements of the Patient Protection and Affordable Care Act (PPACA) and Public Act 152 of 2011 (PA 152); including any requirements necessary to avoid penalties, taxes, or other liabilities for the Board; the Board, after consultation with the Association, is specifically authorized to make any adjustments to this Article necessary to fully comply with the PPACA and PA 152, including to avoid any penalties, taxes, or other liabilities chargeable to the Board. Any adjustment shall be the minimal necessary to comply with the law.
- C. Any necessary amounts beyond the Board's contribution, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the Employee and shall be payroll deducted or, when payroll does not cover the deduction, paid directly by the individual Employee. To the extent allowable by law or regulation, the Employee may sign an

agreement authorizing that any such premium amounts be payroll deducted through the Board's Section 125 Plan. If making direct payment, the Employee shall present payment directly on the 1st of each month prior to the date at which the payment becomes due. Failure of an Employee to pay their portion of the costs shall alleviate the Board of any duty to pay insurance contributions.

- D. Employees who have access to another Employee's Board funded insurance shall not be eligible for Board provided health insurance or cash-in-lieu benefits. Exceptions shall be made for employees who are less than 26 years of age and who are covered by a parent's Board funded insurance, but have dependents of their own. Those individuals may take the Board funded insurance. During open enrollment, Employees electing health care coverage will sign a statement that they are complying with this paragraph.
- E. Unless otherwise noted within this Agreement, or as required by law or regulation, Employees on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Board's portion of insurance contributions for those days.
- F. Employees who are eligible for Board paid insurance contributions under this Article (and excluding those covered by Subsection E) may make a written waiver of that coverage and instead elect to receive cash-in-lieu of health benefits (less applicable taxes). The cash-in-lieu payment shall be as follows:

<u>Number of Employees Taking Cash-in-Lieu</u>	<u>Amount Per Month</u>
1-5	\$65.00 per Employee taking cash-in-lieu
6-10	\$75.00 per Employee taking cash-in-lieu
11+	\$85.00 per Employee taking cash-in-lieu

- G. Unless otherwise delineated by law or regulation or the terms of the policy then in effect, eligible Employees shall receive insurance as of the 1st day of the 1st full month following their employment. Those employees opting to take cash-in-lieu or who are excluded pursuant to Subsection E shall not be eligible for Board paid health insurance contributions, but must participate in all other insurance products chosen by the Association at the Employee's sole expense if full unit participation is required by the insurance carrier. An Employee shall be eligible for Board paid insurance contributions or cash-in-lieu up to the maximum amounts allowed in this Article if the Employee is employed on a full-time basis as defined by the PPACA (currently, working an average of thirty [30] hours or more per week in the District). Those Employees working in the District an average of between twenty (20) hours per week and twenty-nine (29) hours per week shall be eligible for Sixty Percent (60%) of the Board paid insurance contributions or cash-in-lieu allowed in this Article, and must pay the remaining Forty Percent (40%) of any Board paid insurance contributions.
- H. Employees are hereby advised that they may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the Employee must make application to the life insurance carrier within 31 days of any termination of their employment status.
- I. The "medical benefit plan coverage year" shall run from July 1 to June 30 of each school year.

J. Dental Plan -

Plan A:

The Board shall provide a self-funded dental plan with: (100% Class I benefits; 100% Class II benefits; 80% Class III benefits; maximum annual benefit for Class I – III: \$1,000); Class IV benefits: 80% to maximum lifetime benefit of \$1,500 for all Employees and their eligible dependents.

Plan B:

Any Employee covered by another group dental plan shall not be eligible for the dental plan described above. However, the Employee shall be eligible for a self-funded dental plan with: 50% Class I benefits; 50% Class II benefits; 50% Class III benefits; maximum annual benefit for Class I – III: \$1,000; Class IV benefits: 50% to maximum lifetime benefit of \$1,500.

Neither dental insurance, nor cash-in-lieu of dental insurance will be provided to any employee whose work schedule is less than ten (10) hours per week.

For employees who qualify for 100% dental coverage, but elect not to take dental coverage, the District will provide a cash-in-lieu of dental coverage of \$75 for single, \$150 for two-person, or \$225 for full family.

K. Vision Plan Insurance -

Vision benefits shall be as follows:

Examination	100% for participating providers; up to \$55 for non-participating providers: once every 12 months
Lenses: Participating Providers	100% standard glass or plastic for participating providers; once every 12 months
Lenses: Non-Participating Providers:	
Single Vision Lenses	up to \$73 (non-participating providers); once every 12 months
Bifocal Lenses	up to \$84 (non-participating providers); once every 12 months
Trifocal Lenses	up to \$100 (non-participating providers); once every 12 months

Lenticular Lenses	up to \$110 (non-participating providers); once every 12 months
Frames	once every 12 months; retail allowance up to \$50 (20% discount off-balance) for participating providers; up to \$50 for non-participating providers
Contact Lenses	once every 12 months; in lieu of lenses and frame up to \$80 retail (15% discount conventional or 10% disposable off-balance) for participating providers; up to \$80 for non-participating providers
Medically Necessary Contact Lenses	covered 100% for participating providers; up to \$220 for non-participating providers; once every 12 months

L. Group Term Life Insurance -

The Board shall provide Group Term Life, Accidental Death and Dismemberment Insurance (AD&D) in the amount of \$30,000 for all Employees. The \$30,000 will be paid to the Employee's designated beneficiary.

Employees may purchase, at their own expense and through payroll deduction, other benefit(s) and/or option(s) provided by the Michigan Educational Special Services Association (MESSA).

The Board will pay the insurance premiums for twelve (12) months.

If an Employee terminates his/her employment during the school year, the Board will not be obligated to provide insurance coverage beyond the date of the Employee's termination of employment.

The Board, by payment of the premium amounts required to provide the coverage(s) listed above, shall be relieved from all liability related to the benefits provided.

The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board or the Association nor shall the failure be considered a breach by either of them of any obligation.

Disputes between an Employee, and/or his/her beneficiaries, and any insurance company shall not be subject to the Grievance Procedure (see Art. 4).

The Board will provide the Employees with the necessary forms to apply for the insurance coverage(s) listed in this Article.

The forms to select insurance coverage(s) will be made available in a timely fashion.

During the month of October and November, the Board will make available the necessary forms to change and/or add insurance coverage(s). Such coverage will be effective January 1 of the following year.

It shall be the Employee's responsibility to complete the insurance authorization forms.

The coverage(s) shall commence on 1st of the month following completion of the form(s) and submission of the form(s) to the Superintendent, or his/her designee.

The Board or the Association will not be held liable for any loss suffered due to the failure of the Employee to provide all the required information and completed forms.

In addition to the above noted insurance, the Board may, at its option, offer other insurance options and reimbursement accounts through a Section 125 Plan.

ARTICLE 25

NEGOTIATION PROCEDURES

- A. On or before May 1, 2015, at the request of either party, collective bargaining will be undertaken for a successor Agreement.
- B. The parties bargaining representation will be selected and governed by the Public Employees Relations Act (PERA). No Agreement shall be executed as final without ratification by the Association and the Board of Education.
- C. If the parties fail to reach an agreement on a successor Agreement, the parties will seek the assistance of the Michigan Employment Relations Commission (MERC).
- D. There shall be three (3) signed original copies of the ratified Agreement ([1] for the Association; [1] for the Board; and [1] for the Superintendent, or his/her designee).
- E. Copies of this Agreement titled Agreement between the Novi Community School District and the Novi Food Service Employees Association, MEA/NFSEA, shall be provided by CD, e-mail or hard copy at the expense of the District within thirty (30) days after the Agreement is signed and presented to all current Employees, individuals hereafter employed, or individuals considered for employment, by the District.

Further the District shall furnish five (5) copies of this Agreement to the Association for its use.

ARTICLE 26

NO STRIKE

During the life of this Agreement, the Association, its members or its agents, will not participate in a strike and/or a slowdown that would interfere with the operation of the District.

ARTICLE 27

MISCELLANEOUS PROVISIONS

- A. Representatives of the District and the Association will meet, as necessary, for the purpose of reviewing and attempting to resolve problems that may arise out of the administration of this Agreement. The meetings may be requested by either party. Should a formerly illegal subject of bargaining be deemed mandatory, the parties agree to meet and negotiate over the formerly illegal subject.
- B. An individual contract between the District and an Employee shall not be inconsistent with the provisions of this Agreement.
- C. Every reasonable attempt will be made to provide adequate lunchroom, lounge, and restroom facilities in all buildings.
- D. Adequate off-street, paved, parking facilities identified for staff use shall be provided. The facilities shall be properly maintained and protected; however, nothing herein shall imply any liability on the part of the District for the actions of third party individuals.
- E. Consistent with available finances and resources, the District agrees to keep the work locations reasonably equipped and maintained.
- F. Copies of all current Food Service job descriptions shall be on file in each Central Kitchen.
- G. Pursuant to the requirements contained within MCL 423.215 and Public Act 436 of 2012, if an emergency manager is appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, or PA 436 of 2012, the emergency manager may reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, or PA 436 of 2012.

This clause is included in this Agreement because it is legally required by state law. By signing this Agreement, the union does not agree or acknowledge that this provision is binding either on the union or on the employer. The union reserves all rights to assert that this clause is unenforceable.

- H. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that

the understandings and agreements arrived at the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement and with respect to any subject or matter which was negotiated in the formation of this Agreement but upon which no agreement was reached, excepting any subject matter removed by law from the area of collective bargaining as noted above in subsection A.

ARTICLE 28

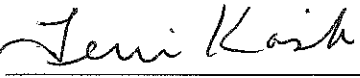
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2015, and shall continue in effect until the end of the day on June 30, 2016.

This Agreement shall not be extended orally. It is understood that this Agreement shall expire on the date indicated.

Dated this 25th day of June, 2015.


**NOVI FOOD SERVICE
EMPLOYEES ASSOCIATION**

By: 
Terri Kasik, President

By: 
Kim Edwards, Executive Director

**NOVI COMMUNITY SCHOOLS
BOARD OF EDUCATION**

By: 
George Kortlandt, President

By: 
Tracey Cadwell, Secretary

MEMBERS OF THE BOARD OF EDUCATION

Tracey Cadwell
Paul Cook
Ann Glubzinski

George Kortlandt
Willy Mena
Bobbie Murphy
Dennis O'Connor

**NOVI FOOD SERVICE EMPLOYEES
ASSOCIATION BARGAINING
TEAM MEMBERS**

Terri Kasik
Gale Roberts
Kim Edwards

**NOVI COMMUNITY SCHOOLS
BARGAINING TEAM
MEMBERS**

Steve Barr
Carol Diglio
Evol Gazzarato

APPENDIX A

FOOD SERVICE CLASSIFICATION/LEVELS (For Compensation Purposes)

Level A-1

High School Manager

Level A

Middle School Manager

Level B

Novi Meadows Leader

Level C

Head Cook
Elementary Leader

Level D

High School Head Cashier
Lead Cook

Level E

Food Service Assistant I

Level F

Food Service Assistant II

APPENDIX A-1

CLASSIFICATIONS

(For Layoff/Bumping Purposes)

[Positions are listed in alphabetical order within the Level, not by seniority of the individual(s) assigned to the position]

<u>Level A-1</u> (6.00-8.00 hours per day)	High School Manager
<u>Level A</u> (6.00-8.00 hours per day)	Middle School Manager
<u>Level B</u> (6.00-7.00 hours per day)	Novi Meadows Leader
<u>Level C</u> (5.50-7.50 hours per day) (5.50-7.00 hours per day)	Head Cook Elementary Leader
<u>Level D</u> (5.50-7.50 hours per day) (5.50-7.50 hours per day)	High School Head Cashier Lead Cook
<u>Level E-1</u> (5.75-7.50 hours per day)	Food Service Assistant <i>I</i>
<u>Level E-2</u> (5.50 hours per day)	Food Service Assistant <i>I</i>
<u>Level E-3</u> (less than 5.50 hours per day)	Food Service Assistant <i>I</i>
<u>Level F-1</u> (over 3.75 hours per day)	Food Service Assistant <i>II</i>
<u>Level F-2</u> (3.75 hours per day)	Food Service Assistant <i>II</i>
<u>Level F-3</u> (less than 3.75 hours per day)	Food Service Assistant <i>II</i>

APPENDIX B

NFSEA HOURLY WAGE RATE SCHEDULE							NFSEA HOURLY WAGE RATE SCHEDULE						
2015-16							2015-16						
EMPLOYEES HIRED BEFORE JULY 1, 2013							EMPLOYEES HIRED AFTER JUNE 30, 2013						
"Tier 1"							"Tier 2"						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
A-1	\$15.49	\$16.04	\$16.64	\$17.23	\$17.85	\$18.53	A-1	\$14.27	\$14.77	\$15.32	\$15.86	\$16.43	\$17.05
A	\$13.99	\$14.54	\$15.14	\$15.73	\$16.35	\$17.03	A	\$12.77	\$13.27	\$13.82	\$14.36	\$14.93	\$15.55
B	\$12.67	\$13.20	\$13.72	\$14.27	\$14.83	\$15.43	B	\$11.57	\$12.04	\$12.52	\$13.02	\$13.54	\$14.08
C	\$11.81	\$12.29	\$12.77	\$13.29	\$13.81	\$14.38	C	\$10.78	\$11.22	\$11.65	\$12.13	\$12.61	\$13.12
D	\$11.17	\$11.59	\$12.07	\$12.54	\$13.06	\$13.57	D	\$10.19	\$10.58	\$11.02	\$11.45	\$11.92	\$12.38
E	\$10.71	\$11.17	\$11.59	\$12.07	\$12.53	\$13.06	E	\$9.78	\$10.19	\$10.58	\$11.02	\$11.44	\$11.92
F	\$10.50	\$10.91	\$11.38	\$11.82	\$12.29	\$12.78	F	\$9.59	\$9.96	\$10.39	\$10.79	\$11.22	\$11.66

There is no change to the salary schedule from 2014-15.

At the end of the 2015-16 school year, should the Operating Profit exceed \$200,000, the District will pay an off-schedule payment of 1% to bargaining unit members still employed on June 30, 2016.

Appendix C
GRIEVANCE FORM

Grievance # _____

Contract Year 20____ **- 20**____

Distribution of Forms:

- 1. Employee
- 2. Association

- 3. Administrator/Supervisor
- 4. Superintendent/Designee

- 5. School Board
- 6. Arbitrator

NAME OF GRIEVANT: _____

Classification: _____ **Work Location:** _____

LEVEL ONE:

Date of Level One Meeting: _____

Disposition:

Statement of Grievance:

Relevant Agreement (Contract) Provision(s):

Relief Sought:

Date Grievance Occurred: _____

Signature of Grievant: _____ **Date:** _____

LEVEL TWO:

Date Written Grievance Filed with Immediate Administrative
sor: _____

Disposition of Immediate Administrative Supervisor:

Signature of Immediate Administrative Supervisor: _____

Date: _____

Position of Grievant and/or Association:

Signature: _____ Date: _____

LEVEL THREE:

Date Written Grievance Filed with Superintendent/Designee: _____

Disposition of Superintendent Designee:

Signature of Superintendent/Designee: _____ Date: _____

Position of Grievant and/or Association:

Signature: _____ Date: _____

LEVEL FOUR:

Date Written Grievance Filed with Board of Education: _____

Disposition of Board of Education:

Signature: _____ Date: _____

Position of Association:

Signature: _____ Date: _____

LEVEL FIVE:

Date the District Notified of Decision to File/Not File for Arbitration: _____

Date Filed for Arbitration: _____

Date Grievance Withdrawn and Not Filed for Arbitration: _____

Signature: _____ Date: _____

LETTER(S) OF UNDERSTANDING

Clarification of Health Care and Dental Care Insurance Coverage Eligibility

During the 1999 negotiations daily hours of employment for purpose of health care and dental care insurance premium sharing were adjusted from daily hours to weekly hours. At that time a number of employees were grandpersoned at their current health care and dental care premium cost sharing percentages. These employees would maintain their current level of insurance cost sharing so long as they did not voluntarily reduce their daily hours of work.

As of July 1, 2008 all employees grandpersoned in 1999, have either left the bargaining unit or have increased their hours to qualify for fully paid benefits.

During 2005 negotiations, full-time for purposes of full health and dental care was defined as six (6) hours per day. Terri Kasik (currently 5.75 hours) shall be grandpersoned as "full time" for purposes of dental and health care coverage as long as she does not voluntarily reduce her daily/weekly work hours.

Implementation of New and/or Significantly Changed Programs

The parties agree that representatives of the Association shall be involved in the development and implementation of new and/or significantly changed programs.

THE MATERIAL ON THE FOLLOWING PAGE IS PROVIDED FOR INFORMATIONAL PURPOSES.

THE TEACHERS' WORK CALENDAR IS NOT SUBJECT TO NEGOTIATIONS BY THE NOVI FOOD SERVICE EMPLOYEES ASSOCIATION.

2015-2016 NFSEA STAFF CALENDAR (TA)
184 Work Days Cooks, Unit Leaders & Mangers; 182 All Other Employees

JULY 2015						
SUN	MON	TUE	WED	THU	FRI	SAT
0 work days			1 =	2 =	3 =	4
5	6 =	7 =	8 =	9 =	10 =	11
12	13 =	14 =	15 =	16 =	17 =	18
19	20 =	21 =	22 =	23 =	24 =	25
26	27 =	28 =	29 =	30 =	31 =	
AUGUST 2015						
SUN	MON	TUE	WED	THU	FRI	SAT
2 work days						1
2	3 =	4 =	5 =	6 =	7 =	8
9	10 =	11 =	12 =	13 =	14 =	15
16	17 =	18 =	19 =	20 =	21 =	22
23	24 =	25 =	26 #	27 =	28 =	29
30	31 <small>1st Day</small>					
SEPTEMBER 2015						
SUN	MON	TUE	WED	THU	FRI	SAT
20 work days		1 +	2 *	3 +	4 =	5
6	7 =	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
OCTOBER 2015						
SUN	MON	TUE	WED	THU	FRI	SAT
22 work days				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
NOVEMBER 2015						
SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3 %	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25 =	26 H	27 H	28
29	30	17 work days				
DECEMBER 2015						
SUN	MON	TUE	WED	THU	FRI	SAT
14 work days		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21 =	22 =	23 =	24 H	25 H	26
27	28 =	29 =	30 =	31 H		
JANUARY 2016						
SUN	MON	TUE	WED	THU	FRI	SAT
19 work days					1 H	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18 =	19	20	21	22	23
24/31	25	26	27	28	29 *	30

FEBRUARY 2016						
SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15 =	16 =	17	18	19	20
21	22	23	24	25	26	27
28	29	19 work days				
MARCH 2016						
SUN	MON	TUE	WED	THU	FRI	SAT
22 work days						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25 =	26			
27	28	29	30	31		
APRIL 2016						
SUN	MON	TUE	WED	THU	FRI	SAT
16 work days					1	2
3	4 =	5 =	6 =	7 =	8 =	9
10	11	12	13	14	15 *	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
MAY 2016						
SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27 =	28
29	30 =	31	20 work days			
JUNE 2016						
SUN	MON	TUE	WED	THU	FRI	SAT
13 work days			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17 ^	18
19	20 =	21 =	22 =	23 =	24 =	25
26	27 =	28 =	29 =	30 =		

LEGEND:	
#	Back to School Staff Meeting
+	1/2 day of work; Cooks, Unit Leaders & Managers
*	Professional Development Days; Staff work Days
=	Scheduled Breaks; No Staff & No Students
%	Election Day; Food Service Staff Does Not Report
^	Half Day Students; /Full Day Staff
H	Paid Holiday; No Staff & No Students

Start Dates: August 26, 2015 - Back to School Staff Meeting
 August 31, 2015 - District Welcome Back Meeting/Work Day
End Date: June 17, 2016

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